

(revised 11/01)

Rate Agreement No. C-0537

**STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD RATE AGREEMENT**

**THIS RATE AGREEMENT** is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department", and Leon County, Florida, hereinafter referred to as the "Provider".

**I. THE PROVIDER AGREES:**

**A.** To provide services according to the conditions specified in Attachment 1.

**B. Federal Laws and Regulations**

1. If this rate agreement contains federal funds, the Provider shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in Attachment 1.
2. If this rate agreement contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The Provider shall report any violations of the above to the Department.
3. If this rate agreement contains federal funding in excess of \$100,000, the Provider must, prior to rate agreement execution, complete the Certification Regarding Lobbying form, Attachment 3. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the rate agreement manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

**C. Audits and Records**

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this rate agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel.
3. To maintain and file with the Department such progress, fiscal and inventory reports as specified in Attachment 1, and other reports as the Department may require within the period of this rate agreement. Such reporting requirements must be reasonable given the scope and purpose of this rate agreement.
4. To include these aforementioned audit and record keeping requirements in all approved subrate agreements and assignments.
5. If this rate agreement contains federal funds, the CFDA number(s) is 93.563.

**D. Retention of Records**

1. To retain, at the Provider's expense, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this rate agreement for a period of five (5) years after termination of this rate agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the Department and federal auditors, pursuant to 45 C.F.R., Part 92.36(l)(10), shall have full access to and the right to examine any of said records and documents during said retention period or as long as records

are retained, whichever is later.

3. Upon completion or termination of the rate agreement and at the request of the Department, the Provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph D.1. above.

#### **E. Reporting and Monitoring**

1. To provide reports as specified in Attachment 1, and as otherwise requested by the Department.
2. To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this rate agreement, and/or interview any clients and employees of the Provider to be assured of satisfactory performance of the terms and conditions of this rate agreement. Following such inspection the Department will deliver to the Provider a written list of its comments with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the Department within the specified period of time set forth in the comments or provide the Department with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Department may result in the withholding of payments, being deemed in breach or default, or termination of this rate agreement.

#### **F. Indemnification**

If the Provider is a state agency or subdivision as defined in section 768.28, Florida Statutes, only No. 2 below is applicable. Other than state agencies or subdivisions refer only to No. 1.

1. The Provider agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider, and its agents, subcontractors, and employees, in the course of the operation of this rate agreement. Where the Provider and the Department allegedly commit joint negligent acts, the Provider shall not be liable for nor have any obligation to defend the Department with respect to that part of the joint negligent act allegedly committed by the Department. In no event shall the Provider be liable for or have any obligation to defend the Department against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Department. The Provider agrees that it is an independent contractor and not an agent or employee of the Department.
2. Any Provider who is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Provider to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Provider agrees that it is an independent contractor and not an agent or employee of the Department.

#### **G. Insurance**

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this rate agreement. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Provider and the clients to be served under this rate agreement. Upon the execution of this rate agreement, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment NA where appropriate.
2. If the Provider is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Provider shall furnish the Department, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

#### **H. Safeguarding Information**

To not use or disclose any information concerning an applicant or recipient of IV-D services for any purpose not in conformity with state and federal law and regulations, except upon written consent of the applicant or recipient.

## **I. Assignments and Subcontracts**

1. To neither assign the responsibility of this rate agreement to another party nor subcontract for any of the work contemplated under this rate agreement without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in this rate agreement. All such assignments or subcontracts shall be subject to the conditions of this rate agreement (except Section I, Paragraph L.1.) and to any conditions of approval that the Department shall deem necessary.
2. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

## **J. Financial Reports**

To provide financial reports to the Department as specified in Attachment 1.

## **K. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this rate agreement that were disbursed to the Provider by the Department. The Provider shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Provider, or notification by the Department, of the overpayment. In the event that the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

## **L. Purchasing**

### **1. PRIDE**

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this rate agreement shall be purchased to the extent possible, (or if available) from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in subsections 946.515(2) and (4), Florida Statutes. For purposes of this rate agreement, the person, firm, or other business entity carrying out the provisions of this rate agreement shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to any subcontractors, unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE's Tallahassee branch office at (850) 487-3774 or Suncom 277-3774.

### **2. Procurement of Products or Materials with Recycled Content**

Additionally, it is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this rate agreement shall be procured in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.

## **M. Provider Assurance**

The Provider assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1973, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 415, Florida Statutes, which requires any person, who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected or exploited, to report such knowledge or suspicion to the central abuse registry and tracking system of the Department of Children and Family Services on the statewide toll-free telephone number (1-800-96ABUSE.)
8. Section 112.0455, Florida Statutes, A Drug-Free Workplace Act. The Department's agents and vendors shall refrain from the use of drugs and from being under the influence of drugs while in the workplace.
9. Title VII of the 1964 Civil Rights Acts, as amended, 42 U.S.C. 2000d et seq., and section 760.10, Florida Statutes, which prohibits sexual harassment in the workplace and ensures that each employee be allowed to work in an environment free from any form of improper discrimination and from retaliation against those who oppose or report sexual harassment.
10. The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this rate agreement.
11. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this rate agreement, and that it is binding upon the Provider, its successors, transferees, and assignees for the period during which services are provided.

The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. The Provider agrees to fully cooperate in any criminal or administrative investigation by the Inspector General's Office. Failure to comply with any part of this assurance may constitute a breach of this rate agreement and shall be grounds for termination of this rate agreement under Section III(C)(3) of this rate agreement.

#### **N. Requirements of Section 287.058, Florida Statutes**

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes. The Department may, when specified in Attachment 1, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment 1, to be received and accepted by the contract manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this rate agreement as specified in Section III, Paragraph A.2. of this rate agreement.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida

Statutes, and made or received by the Provider in conjunction with this rate agreement. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

#### **O. Withholdings and Other Benefits**

1. The Provider is responsible for Social Security and Income Tax withholdings.
2. The Provider is not entitled to state retirement or leave benefits except where the Provider is a state agency.
3. Unless justified by the Provider and agreed to by the Department in Attachment 1, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) normally available to career service employees.

#### **P. Sponsorship**

As required by section 286.25, Florida Statutes, if the Provider is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this rate agreement, it shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Provider and the State of Florida, Department of Revenue". If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization.

#### **Q. Final Invoice**

The Provider must submit the final invoice for payment to the Department no more than forty-five (45) calendar days after the rate agreement ends or is terminated; if the Provider fails to do so, without good cause, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this rate agreement may be withheld until all reports and deliverables due from the Provider and necessary adjustments thereto have been approved by the Department.

#### **R. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### **S. Discrimination**

In accordance with Section 287.134(2)(a), Florida Statutes (2000), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### **T. MyFloridaMarketPlace**

The State of Florida, through the Department of Management Services (DMS), has instituted My Florida Market Place, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all vendors wishing to do business in Florida, must register with DMS through the MyFloridaMarketPlace website on the Internet. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which shall be paid to the State. The Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

For payments made to the vendor through the State's accounting system, the Transaction Fee shall be, when possible, automatically deducted from the payments to the vendor. If automatic deduction is not possible, the vendor shall pay the

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Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the vendor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the transaction fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

## II. THE DEPARTMENT AGREES:

### A. Rate Agreement Amount

To make payment for services according to the conditions of Attachment 1 at the rate stipulated below, subject to the availability of funds. The State of Florida's performance and obligation to pay under this rate agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or rate agreement or from any other source are not eligible for reimbursement under this rate agreement.

| <u>SERVICE</u>            | <u>RATE</u>                       |
|---------------------------|-----------------------------------|
| Service of Process        | 66% of the \$20.00 rate (\$13.20) |
| Writ of Bodily Attachment | 66% of the \$70.00 rate (\$46.20) |

### B. Rate Agreement Payment

Pursuant to section 215.422, *Florida Statutes*, the voucher authorizing payment of an invoice submitted to the Department shall be filed with the State Comptroller not later than twenty (20) days from the latter of the date a proper invoice is received or receipt, inspection and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. The date on which an invoice is deemed received is the date on which a proper invoice is first received at the place designated by the Department. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice, as defined in Chapter 3A-24, *Florida Administrative Code*, is provided to the Department. Approval and inspection of goods or services shall take no longer than five (5) working days. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased under this rate agreement. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the Provider. If a warrant in payment of an invoice is not issued within forty (40) days, or thirty-five (35) days for health care Providers as defined in Rule Chapter 3A-24, *Florida Administrative Code*, after the receipt of the invoice and receipt, inspection, and approval of the goods and services, the Department shall pay to the Provider, in addition to the amount of the invoice, interest at a rate as established pursuant to section 55.03(1), *Florida Statutes*, on the unpaid balance from the expiration of such forty (40) day period, or thirty-five (35) day period for health care Providers as defined in Rule Chapter 3A-24, *Florida Administrative Code*, until such time that the warrant is issued to the Provider. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve the Department from this obligation to pay interest penalties. Operational Accounting can be contacted at (850) 488-5949 and the Purchasing Office can be contacted at (850) 488-5445.

### C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-(800) 848-3792.

## III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

### A. Effective Date

1. This rate agreement shall begin on July 1, 2005 or on the date on which the rate agreement has been signed by both parties, whichever is later.
2. This rate agreement shall end on June 30, 2008.

**B. Termination**

1. **Termination at Will** - This rate agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. **Termination Because of Lack of Funds** - In the event funds to pay on this rate agreement become unavailable, the Department may terminate the rate agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.
3. **Termination for Breach** - Unless the Provider's breach is waived by the Department in writing, the Department may, by written notice to the Provider, terminate this rate agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code. Waiver of breach of any provisions of this rate agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this rate agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.

**C. Severability**

If any provision herein or the application thereof is held invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this rate agreement are declared to be severable.

**D. Renegotiation or Modification**

1. Modifications of provisions of this rate agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this rate agreement if federal and/or state revisions of any applicable laws, or regulations make changes in this rate agreement necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

**E. Copyright and Right to Data**

Where activities supported by this rate agreement produce writing, sound recordings, pictorial reproductions, drawing or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this rate agreement, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

**F. Software and Ownership Rights**

1. Pursuant to Federal regulations at 45 CFR, Part 95.617, the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."
2. The Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

**G. Notice and Contact**

1. The name, address and telephone number(s) of the **Project and Contract Manager** for the Department for this rate agreement is:

**Jeff Dykes**

Department of Revenue,  
Child Support Enforcement Program  
P.O. Box 8030  
Tallahassee, Florida 32314-8030  
Telephone: (850) 414-0045, Suncom 994-0045  
FAX: (850) 921-1344, Suncom 291-1344  
E-Mail: dykesj@dor.state.fl.us

2. The name, address and telephone number(s) of the **Representative** of the Provider responsible for administration of this rate agreement is:

Title/Name: \_\_\_\_\_  
Address1 \_\_\_\_\_  
Address2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_

3. The name, address(s) and telephone number(s) of the **Project Manager** for the Provider is:

Title/Name: \_\_\_\_\_  
Address1 \_\_\_\_\_  
Address2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**H. Name, Mailing and Street Address of Payee**

1. The name (Provider name as shown on page 1 of this rate agreement) and mailing address of the official payee to whom the payment shall be made:

Title/Name: \_\_\_\_\_  
Address1 \_\_\_\_\_  
Address2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

2. The name of the **Contact Person** and street address where financial and administrative records are maintained:

Title/Name: \_\_\_\_\_  
Address1 \_\_\_\_\_  
Address2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_



3. In the event that different contact or payment information is designated by either party after execution of this rate agreement, notice of the change(s) providing the new information will be rendered in writing within seven (7) calendar days to the other party and said notification attached to originals of this rate agreement.

**I. All Terms and Conditions**

This rate agreement and its attachments contain all the terms and conditions agreed upon by the parties.

**J. Controlling Law**

The construction, interpretation and performance of this rate agreement and all transactions under it shall be governed by the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto have caused this twenty-three (23) page rate agreement to be executed by their undersigned officials as duly authorized.

PROVIDER:

Leon County, Florida

STATE OF FLORIDA, DEPARTMENT OF REVENUE

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: Cliff Thae11

NAME: NANCY L. KELLEY

TITLE: Chairman, Leon County BCC

TITLE: Director, Administrative Services Program

DATE: June 28, 2005

DATE: \_\_\_\_\_

59-6000708  
FEDERAL ID NUMBER OR SS NUMBER

N/A  
STATE AGENCY 29 DIGIT SAMAS CODE

(Sign & Date)  
Approved as to form and legal content  
Office of General Counsel  
Child Support Enforcement Unit  
Department of Revenue

September 30  
PROVIDER FISCAL YEAR ENDING DATE

**RATE AGREEMENT IS NOT VALID UNTIL  
SIGNED AND DATED BY BOTH PARTIES**

Approved as to Form:

Attest: Rober B. Inzer, Clerk of Circuit Court  
Leon County, Florida

By: \_\_\_\_\_

Herbert W. Thiele, Esq.  
County Attorney

**ATTACHMENT 1**

**CHILD SUPPORT ENFORCEMENT  
CONTRACT FOR SERVICE OF PROCESS AND WRITS  
WITH SHERIFF'S DEPARTMENT**

**A. General Provisions**

1. The sheriff shall promptly attempt service pursuant to section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department whenever the sheriff is unable, or is going to be unable to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
  - a. Personal Service (substitute service is permissible, except on other parties in the case)
  - b. Service of Subpoena, except witness subpoenas
  - c. Execute on Writ of Bodily Attachment
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established rate, as stipulated in this contract, subject to the availability of funds.

**B. Service of Process Provisions**

**1. Manner of Service**

- a. The sheriff should attempt to serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff should make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt. If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Successfully completed service requests should be returned to the issuing office within seven (7) calendar days of service.
- b. The sheriff should attempt to serve a respondent at the respondent's residence, outside employment hours, when the residential address is provided by the Department or some other source. The sheriff shall determine the most appropriate time to attempt service, and such attempts may include nights or weekends.
- c. The sheriff should attempt to serve a respondent during employment hours at the respondent's place of employment, when the place of employment address is provided by the Department or some other source. The sheriff shall determine the most appropriate time to attempt service, and such attempts may include nights or weekends.
- d. If the court orders the person served to pay the service of process and/or the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the

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total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Contract Manager.

e. The sheriff shall promptly provide the Department or its written designee with a copy of the sheriff's return indicating whether service has been perfected and the original return shall promptly be returned to the Clerk of Court. Where service has not been perfected, the sheriff must specifically state on the service return form the reason for lack of service, for each address. Failure to serve at the address provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

## 2. Method of Payment

a. Only one request for payment shall be submitted for each original service document. The request for payment for the service shall be made on the forms provided by the Department (Attachment 7) or equivalent forms developed by the sheriff, and include a listing of all Title IV-D cases in which the sheriff certifies that service of process has been attempted and/or perfected. The invoices for payment shall be received by the Department within 45 days after services are rendered or a later date that shall be mutually agreed to by both parties, in writing. If the sheriff fails to comply with this provision, the sheriff shall not be entitled to payment for those services.

b. The county will be reimbursed at the prevailing rate of Federal Financial Participation, 66% of the \$20.00 fee (\$13.20) for original service in IV-D cases.

c. No additional fees shall be paid for alias and pluries documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.

## C. Writ of Bodily Attachment Provisions

### 1. Manner of Service

a. The sheriff should attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff should make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt. If a writ of bodily attachment is not executed within the desired time frame the writ should not be returned. Attempts to execute the writ shall continue until the execution is successful or the writ is withdrawn by the court.

b. The sheriff should attempt to execute a writ on a respondent at the respondent's residence, outside employment hours, when the residential address is provided by the Department or some other source. The sheriff shall determine the most appropriate time to attempt service, and such attempts may include nights or weekends.

c. The sheriff should attempt to execute a writ on a respondent during employment hours at the respondent's place of employment, when the place of employment address is provided by the Department or some other source. The sheriff shall determine the most appropriate time to attempt service, and such attempts may include nights or weekends.

d. If the court orders the person served to pay the service of process and/or the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Contract Manager.

e. The sheriff shall promptly provide the Department or its written designee with a copy of the sheriff's return indicating whether service has been perfected and the original return shall promptly be returned to the Clerk of Court. Where service has not been perfected the sheriff must specifically state on the service return form the reason for the lack of service for each address. Failure to serve at the address provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

f. The sheriff will promptly remove all completed or rescinded writs from the Florida Crime Information Center telecommunications system, per Section 61.11(2)(e), F.S.

## 2. Method of Payment

a. Only one request for payment shall be submitted for each writ of bodily attachment document. The request for payment for the writ of bodily attachment shall be made on the forms provided by the Department (Attachment 7) or equivalent forms developed by the sheriff, and include a listing of all Title IV-D cases in which the sheriff certifies that a writ of bodily attachment has been attempted and/or executed. The request for payment shall be received by the Department within 45 days after services are rendered or a later date that shall be mutually agreed to by both parties, in writing. If the sheriff fails to comply with this provision, the sheriff shall not be entitled to payment for those services.

b. The county will be reimbursed at the prevailing rate of Federal Financial Participation, 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment.

## D. Special Provisions

### 1. Area of Service

The services required of the Sheriff pursuant to this contract shall be provided in Leon County.

### 2. Modification of contract due to a change in Federal Financial Participation

In the event Federal Financial Participation funding is changed during the term of this contract, all parties agree that reimbursement by the Department shall be at the new prevailing rate. Notification of the change of Federal Financial Participation and its effective date will be reduced to writing and said notification shall be attached to the original contract.

### 3. Service to be Performed by the Department

a. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

b. To provide directly to the sheriff the best known address(s) where the person may be served or writ executed.

4. Modification of Contract due to Statutory Fee Changes

In the event that the service fee and/or writ of bodily attachment fee are changed during the term of the contract, all parties agree that reimbursement by the Department shall be made at the new statutory fee upon effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

(revised 11/01)

**ATTACHMENT 2****CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each provider whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOR cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department of Revenue may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION (Continued) – ATTACHMENT 2**

- (1) The prospective provider certifies, by signing this certification, that neither the provider nor the provider's principals:
- (A) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency;
  - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
  - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signee (Type or Print)

**ATTACHMENT 3****CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Date

---

Name of Authorized Individual

---

C-0537  
Application or Contract Number

---

Name and Address of Organization



**Attachment 4**  
**CERTIFICATION OF DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responsive bids, which are equal with respect to price, quality, and service, are timely received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the firm complies with the above requirements.

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VENDOR'S SIGNATURE

**ATTACHMENT 5**

**AGREEMENT TO MAINTAIN  
THE SECURITY OF CONFIDENTIAL INFORMATION**

*Departmental policy concerning safeguarding confidential information obtained from applicants or recipients of Title IV-D services and other sources is based upon legislative directives and federal regulations. By signing this agreement you are acknowledging that you understand the policy as described herein and that you agree to abide by it.*

Disclosure of applicant or recipient of Title IV-D services information - no matter how it was obtained by the Department - including information contained in case files, received in phone calls, etc., is prohibited. A case file and all information contained in it is confidential.

Disclosure of an applicant or recipient's identity, and information gathered or used by the parent locator service is prohibited. Disclosure means making known to any person in any manner whatever, the contents of the case or the applicant or recipient's identity.

The Department has an obligation to the applicant or recipient of services and other parties to protect the confidentiality of certain information. These citizens expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of confidential information entrusted to the Department of Revenue, and prevent its unauthorized disclosure.

**IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF INFORMATION, THE INFORMATION SHOULD NOT BE DISCLOSED. ANY QUESTIONS SHOULD BE DIRECTED TO THE DEPARTMENT'S GENERAL COUNSEL OFFICE OR THE CHILD SUPPORT ENFORCEMENT PROGRAM LEGAL SECTION.**

By signing this agreement, you are agreeing to abide by the legislative policy described above and that you will not release any confidential information which you might obtain during review of a department process.

**CONFIDENTIAL INFORMATION CERTIFICATE**

I have reviewed the foregoing and my signature below indicates I understand the legislative policy and accept responsibility for complying with it.

\_\_\_\_\_  
Name and Title of Authorized Signee (Typed or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 6****FEDERAL INCOME TAX RETURN INFORMATION****I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria – functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (9) To acknowledge that the Agency will not provide access to IRS form 1099 and W2 information it receives from the IRS.
- (10) To ensure each employee who is authorized access to return information is notified in writing of federal criminal and civil penalties for the unauthorized use, disclosure, or access to return information found in Sections 7213, 7213A, and 7431, Internal Revenue Code, and the Privacy Act of 1974, 5 U.S.C. 552a. (Reference Section II – Criminal/Civil Sanctions)
- (11) To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- (12) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**FEDERAL INCOME TAX RETURN INFORMATION (Continued) - ATTACHMENT 6****II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**III. INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

## Attachment 7

### Invoice Summary Form

To:

DOR/CSE  
Contract Management Office  
Invoice Section  
P.O. Box 8030  
Tallahassee, Florida  
32314-8030

Date: \_\_\_\_\_

|                                    |  |
|------------------------------------|--|
| <b>County</b>                      |  |
| <b>Contract Number</b>             |  |
| <b>D.O. Number</b>                 |  |
| <b>Month/Year of Service MM/YY</b> |  |

| Total # Service of Process            | Rate      | Gross Amount | Reimbursement Rate 66% | Reimbursement Amount |
|---------------------------------------|-----------|--------------|------------------------|----------------------|
|                                       | \$20.00   |              | 66%                    |                      |
| <b>Service of Process Adjustments</b> |           |              |                        |                      |
|                                       | (\$20.00) |              | 66%                    |                      |
| <b>Service of Process Subtotal</b>    |           |              |                        |                      |

| Total # of Writs                   | Rate      | Gross Amount | Reimbursement Rate 66% | Reimbursement Amount |
|------------------------------------|-----------|--------------|------------------------|----------------------|
|                                    | \$70.00   |              | 66%                    |                      |
| <b>Writ Adjustments</b>            |           |              |                        |                      |
|                                    | (\$70.00) |              | 66%                    |                      |
| <b>Writ Subtotal</b>               |           |              |                        |                      |
| <b>Invoice Total Reimbursement</b> |           |              |                        |                      |

I certify the information above is true and correct.

Vendor Certifying

Official

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**To : Operational Accounting**

The above charges have been reviewed and are approved for payment.

Amount approved. \$ \_\_\_\_\_

Date approved. \_\_\_\_\_

Approval Certification. \_\_\_\_\_

**Attachment 7 (Continued)**  
**Invoice Summary Form Instructions**

**Instructions:**

**1. The Provider completes:**

- a. Date
- b. County
- c. Contract Number
- d. D.O. Number
- e. Month/Year of Service
- f. Total # of Service of Process
- g. Service of Process Adjustments
- h. Total # of Writs
- i. Writ Adjustments
- j. Vendor Certifying Official
- k. Date

**2. The calculation fields are:**

- a. Gross and Reimbursement Amounts
- b. Service of Process Subtotal
- c. Writ Subtotal
- d. Invoice Total Reimbursement

**3. The Department completes:**

- a. Amount approved.
- b. Date approved.
- c. Approval Certification.

**Invoice Month / Year**[illegible]